

Chase Auto Finance PO Box 31167 Tampa, FL 33631-3167

12/7/2010

23 00000023 ICAS 0001 34110 - 4067930001 Portia G Carter 1102 24th Ave S Seattle, WA 98144-3037

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NOTICE OF OUR PLAN TO SELL PROPERTY

Secured Party: JPMorgan Chase Bank, N.A.

Account No.: 10614414491809

VIN: WDBSK75F23F011087

Contract Date: 05/23/2006

Dear Portia G Carter:

We have your 2003, Merced, Sl500r (the "Vehicle"), because you broke promises in our agreement.

We will sell the Vehicle at private sale sometime after 12/18/2010.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the Vehicle back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at the telephone number provided below.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number provided below and request a written explanation.

If you need more information about your right to redeem the Vehicle, the amount needed to redeem the Vehicle, or the sale of the Vehicle, call us at the telephone number provided below.

We are sending this notice to the following other people who have an interest in the Vehicle or who owe money under your agreement:

The purpose of this letter is to assist us in collecting a consumer debt and any information obtained will be used for that purpose. Your immediate attention to this matter is anticipated.

Sincerely.

Redemption Department (888)-895-1728

WRITTEN Request Poetia Capter 1102-29450, Septite, WA. 9814 December 10, 2010 Chase Auto Finance P.D. Box 31/67 TAMPA, FL 3363/-3/67 Re, JP Morgan Chase BANK N.A. acot No. 10614414491809 VIN: WDBSK 75 F23 FO 11057 Contract Date 5/23/2006 (Vehicle) Please Provided the Following Documents for 2003, Merced, S15005 1. Exact Amount I must pay to retrieve the Vehicle 2. Written explanation on how you for determined the amount I 3, Names, address, Phone wanthers of other people who have interest in the vehicle and the amount owe by the all interest the next agreement

WRITTEN REQUEST Yorka Car 4. Date of Payate Sale Chase auto 5. amount the "Vehicle" Twance; 15 Sold fac & Value of Vehicle 6. The Name Address, Phone # of the buser of the Veloicle" 7, all cost and expenses, and you incurred for the "Vehicle" 8 The Amount of all proceeds received from the vehicle 9. The Name, address, Felepine amount all money paid to some one when other than myself for the sale the contract dated \$ 23/06
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WRITTEN Request Pages.
12. Decaption of Vehicle! "color" damension" Size, Make Model City, Date, of origination
13, current, cry secte County the Vehicle works is say and previous city county. States of vehicle owners and sale dates all Transfers of owners, of owners, p.
14. Please send all documents addressmothe above statement for written request
Politia G. CARTER 1102-24th AVE South Seattle, WA 48144-3037
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attown: Chase Ferance letter 12/1/

CHASE •

Portia G Carter 1102 24th Ave S Seattle, WA 98144

December 28, 2010

Re: Account Ending In 1809

Dear Portia G Carter:

We are in receipt of your correspondence related to the above referenced account ending in 1809.

Please be advised that further research and review is required in order for us to provide you with an accurate and thorough response. Our response should be mailed to you within seven calendar days.

If you have any questions regarding this information, please contact our Executive Office at 1-866-401-9739.

sincerely,

Jeannette Barrett Executive Specialist

Chase Auto Finance Executive Office



January 7, 2011

Portia Carter 1102 24th Ave. South Seattle, WA 98144

Re: Account Ending In 1809

Dear Ms. Carter:

This letter is in response to your inquiry dated December 10, 2010 concerning the above referenced account ending in 1809. Although I regret the circumstances that have prompted you to contact us, I appreciate the opportunity to be of assistance.

In your letter you have requested an explanation on how Chase determined the amount due on your loan. A copy of your payment history is enclosed. Please note, no payments were made after February 29, 2008; additional fees and costs were added after that date.

Your vehicle was judicially seized on November 4, 2010 through a writ of replevin due to non-payment and judgment obtained by the bank in this matter. The amount to redeem your vehicle prior to sale was \$87,590.60. Of that amount \$67,078.48 was principle and \$17,959.18 in accrued interest with all other amounts due being legal fees and costs.

This vehicle was sold on December 20, 2010 for \$16,400.00 and can not be redeemed. The deficiency balance has been included in your bankruptcy.

You have also requested specific names, locations and phone numbers for third parties involved with the sale of the vehicle. Our privacy policy prohibits the release of third party information without authorization from those parties. Since we do not have this authorization, we are unable to release that information.

Additionally, you have also requested a copy of the contract and a description of the vehicle. Enclosed is a copy of the original agreement for your review. This will address your inquiries concerning the vehicle.

Thank you for bringing your concerns to our attention. We hope your questions and concerns have been answered, as we believe that a full review of these concerns has been conducted. We regret if our conclusions are not in agreement with the outcome that you anticipated.

If you would like to discuss the above matter further, please call Andy Sulfsted at 1-602-221-3835. If you need assistance on an additional matter related to your account, please call me directly at 1-800-643-1599, extension 3748.

Sincerely,

Linda Smith

Executive Specialist

Chase Auto Finance Executive Office

cc: Annemarie DeTommaso, Vice President

JPMorgan Chase Bank, N.A. - Chase Auto Finance - Executive Office - NY2-SS02, 900 Stewart Avenue, Garden City, NY 11530

Eff. Date	Post Date	Amount	Code	Description	Principal	Interest	Balance
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07/06/2006	07/06/2006	\$15.00	07011	Direct CK Fee	\$0.00	\$0.00	\$71,502.75
07/06/2006	07/06/2006	\$15.00	08087	Direct CK Pymnt	\$0.00	\$0.00	\$71,502.75
07/06/2006	07/06/2006	\$2,578.58	08080	Payment	\$1,639.06	\$939.52	\$69,863.69
08/15/2006	08/30/2006	\$595.00	98089	Pri Payment	\$595.00	\$0.00	\$69,268.69
09/06/2006	09/06/2006	\$14.00	07011	Direct CK Fee	\$0.00	\$0.00	\$69,268.69
09/06/2006	09/06/2006	\$14.00	08087	Direct CK Pymnt	\$0.00	\$0.00	\$69,268.69
09/06/2006	09/06/2006	\$2,578.58	08080	Payment	\$1,288.96	\$1,289.62	\$67,979.73
11/13/2006	11/13/2006	\$1,290.00	08080	Payment	\$0.00	\$1,290.00	\$67,979.73
12/04/2006	12/05/2006	\$1,290.00	08080	Payment	\$773.23	\$516.77	\$67,206.50
01/18/2007	01/18/2007	\$64.43	07011	Late Charge	\$0.00	\$0.00	\$67,206.50
02/20/2007	02/20/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$67,206.50
02/21/2007	02/21/2007	\$15.00	07011	Direct CK Fee	\$0.00	\$0.00	\$67,206.50
02/21/2007	02/21/2007	\$15.00	08087	Direct CK Pymnt	\$0.00	\$0.00	\$67,206.50
02/21/2007	02/21/2007	\$1,289.29	08080	Payment	\$0.00	\$1,289.29	\$67,206.50
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04/18/2007	04/18/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$67,206.50
05/18/2007	05/18/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$67,206.50
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07/18/2007	07/18/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$67,206.50
07/30/2007	07/31/2007	\$1,500.00	08080	Payment	\$0.00	\$1,500.00	\$67,206.50
08/16/2007	08/17/2007	\$1,300.00	08080	Payment	\$471.47	\$828.53	\$66,735.03
08/20/2007	08/20/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$66,735.03
09/18/2007	09/19/2007	\$1,800.00	08080	Payment	\$1,142.34	\$657.66	\$65,592.69
09/18/2007	09/19/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,592.69
09/25/2007	09/26/2007	\$590.00	08080	Payment	\$452.88	\$137.12	\$65,139.81
09/27/2007	09/27/2007	\$00.00	03035	Extension	\$0.00	\$0.00	\$65,139.81
10/09/2007	10/09/2007	\$300.00	07011	Repo Expense	\$0.00	\$0.00	\$65,139.81
10/18/2007	10/18/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
11/19/2007	11/19/2007	\$64.45	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
12/18/2007	12/18/2007	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
12/22/2007	12/24/2007	\$1,260.00	08080	Payment	\$0.00	\$1,260.00	\$65,139.81
01/18/2008	01/18/2008	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
02/19/2008	02/19/2008	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
02/29/2008	02/29/2008	\$1,300.00	08080	Payment	\$0.00	\$1,300.00	\$65,139.81
03/18/2008	03/18/2008	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
04/18/2008	04/18/2008	\$64.46	07011	Late Charge	\$0.00	\$0.00	\$65,139.81
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04/30/2008	04/30/2008	\$607.34	08080	Payment	\$0.00	\$607.34	\$0.00

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tion agrees to time terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a committee that the confirm that you

05/23/06 Co-Buyer Signs X.

05/23/06

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1. FINANCE CHARGE AND PAYMENTS

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- VOUR OFFIER PROMISES TO US

 a. If the vehicle is damaged, destroyed, or missing, for agent to pay us all you one under this contract even if the vehicle is changed, destroyed, or missing. Using the vehicle for Disagree not to remove the vehicle from the U.S. or Canada, or to age, ent to expose the vehicle for Canada, or to agree on the vehicle form the U.S. or Canada, are all give in the vehicle of the contract whould our written perfection to the contract whould our written perfection or incontract without our written perfection, or incontract written to apply from the set pay any repeat bits, developed bits, dased since, or dragges on the vehicle, you agree to repay the amount when we ask for it.

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3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES.

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- you pay all you owe on this contract at once. Default misers:

 You do not pay any payment on time;

 You sant a proclamining in bananopory or one is sterted against you or your property, or "You break any agreemented in this contract. The amount you will be the unpaid part of the Amount Plinginged plus the earned and suspect part of the Energian Charge, single charges, and any smooths due because you defaulted. You may there be pay collection costs. If we hive an attorney who is not our salaritid employees to carbot what you one, you will pay the attorney's reasonable lee and court costs as the law allows. If you cellaut, we nay take the vehicle from you. If you cellaut, we nay take impossessal the vehicle from you if we do peacefully and the fare allows it. If you cellaut, we nay take impossessal the vehicle from you fill we do peacefully and the fare allows it. If you cellaut, any accessories, application, any accessories, application, and a processories, application, and a your experience that we wished, any accessories, applications for your all your expense if you do not ask for these allows it in your expense.
- If you do not assist for fluxes issues basch, we may dispose oil them as the base allows. How you can get the vehicle back if we take it. If we spoossase the yehicle, you may pay to get it back (rediewn). We will fell you how much to pay to redeem. You might set the vehicle You in fight to redeem entire when we set life vehicle. We will set the vehicle for the product of the pro
 - you do not regigem, we will self the vehicle. We will send you a written notice of same before selfing the vehicle, we written notice of same before selfing the vehicle.

 We will apply the money from the sale, leas allowed expenses are expenses we pay as a tireor result of taking the vehicle, holding it, preparing it for axia, and selfing in Astomely less and gourt costs the law permits are also allowed expenses if only minney is left (surplus), we will pay it be out going in any pay to the sale is not enough to pay the amount you can, you must set only it to someone else. If motary from the sale is not enough to pay the amount you can, you must pay the sest out. If you do not pay this enount when we ask, we may change you disterted at a raise not exceeding the highest lewful rate until you pay. What we may do about optional insurance, mannermance, service, or other contracts. The contract types contracts and cancel them to obtain retunds of unseared changes to reduce what you one or repar the vehicle. If the vehicle is a total loss because it is confused the approach of the contracts and cancel them to obtain retunds of unseared changes to reduce what you can be obtain planted or unservised changes to reduce what you claim benefits under these confuseds and cancel them to obtain entunds of unservised changes to reduce what you claim benefits under these confuseds and cancel them to obtain entunds of unservised changes to reduce what you claim benefits under these contracts.

WARRANTIES SELLER DISCLAIMS
The tollowing paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide, it does not apply at all if you bought the vehicle primarily for pursonal, family, or household

Uses. Unless the Seller realets a written warrenty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warrantles, express or implied, not they while, and there will be no implied warrantles of merchantability or of fitness for a particular purpose.

Used Car Buyers Guido. The informetion you are on the window form for this vehicle is part of this contract, information on the window form overrides any contrary provisions in the contract of sele. Spanish Translation: Guido pera compradores de webiculos usados. La información que ve an el termusiario de la ventanilla para este vehiculos forma parte dul presente contrato. La información dos disposición en contratio contenida en el contrato de venta.

Applicable Law
Factorial law and the law of the state of our address shown on the front of this contract apply to this contract.

notice: any holder of thes consumer gredit contract is subject to all claims and defenses which The debtor could assert against the seller of goods or services obtained purbulant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by

The preceding NOTICE applies only if the "personal, family or nousehold" box in the "Primary Use for Which Purchased" as of this continuous characteristic for the detection in all other cases, Buyer with not assert against any subsequent holder or assignee of this contract characteristics the Buyer (debtor) may have against the Setter, or against the manufacturer of the vehicle or equipment ook

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

COURT WESTERN N AT SEATTLE	- FILED
Chapter 7: Case # 09-14355	2011 MAR II DU
	U.S. BANKRUPTCY COUR W.D. OF WA AT SEATTLE

In Re: \$
Portia G. Carter \$
1102 24th Ave. S. \$
Seattle, WA 98144 \$

\$
Debtor \$
\$

MOTION FOR PROTECTIVE ORDER

Portia Carter, Defendant, "Movant," requests this Court to enlarge the time for the Subpoena of Portia Carter.

On or about February 28 . 2011 Stephen A. Bernheim sent to the Movant a Subpoena seeking the Movant present along with other documentation. On or about March 14, 2011.

Movant would show to the Court that the Movant will be out of town on March 14, 2011. Accordingly I will not be available for the Subpoena.

Movant should to be protected from Subpoena in this cause until such other time as agreed upon by the parties of as determined by Court so that I will be available in person for the deposition.

Movant respectfully prays that this Court enter an Order protecting me from having Subpoena until such time as I have returned from this trip and have returned to Seattle, Washington.

	Respectfully submitted,
1	D. 1. (1. A. 1.19)
2	Portia G. Carter / All Rights Reserved
3	1102 24 th Ave. So. Seattle, WA, 98144
4	206-941-8466
5	CEDTIFICATE OF COMPEDENCE
6	CERTIFICATE OF CONFERENCE
7	Portia Carter has made a reasonable attempt to confer with counsel, on March 11,
	2011, but has been unable to determine whether Stephen A. Bernheim opposes the relief
8	sought in this motion.
9	Down Attivity Culturities
10	Respectfully Submitted.,
11	Portla S. Callo
12	Portia G. Carter / All Rights Reserved
13	CERTIFICATE OF SERVICE
14	The undersigned certifies that a copy of the foregoing was served upon; U. S. Trustee,
15	(P.O. Box 2139, Memphis, TN 38101-2139), (Stephen A. Bernheim, 512 Bell Street, Edmonds,
16	WA. 98020); this day of
10	Mail.
17	19 Tha (Cart
18	Portia G. Carter All Rights Reserved
19	15 DAY NOTICE
20	PURSUANT TO WESTERN DISTRICT OF WASHINGTON LOCAL RULES OF BANKRUPTCY PROCEDURE RULE 9013-1 (F) (1)
21	If the relief sought is opposed, a response must be filed with the Bankruptcy Clerk and
22	served upon Debtors and or Attorney within fifteen (15) days of the date set forth in the
23	Certificate of Service. The Court is authorized to grant the relief requested without further notice

should a timely response not be filed.

24

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

1						
2	In Re: Portia G. Carter	•	§ 8	Chapter 7: Cas	se # 09-14355	SJS
3	1102 24 th Ave. S. Seattle, WA 98144		&			
4			\$			
_	§		§			
5			§ §			
6	Debtor		§ §			
7		·				
_						
8					•	,
9	ORDER	R GRANTING MO	TION FO	R PROTECTI	VE ORDER	
10						
	On March _	, 2011 the co	urt consider	red Portia Carte	r Motion for a	
11				•	,	.1 1 .1
12	Protective Order. A	itter considering the	e motion, tr	ie court decided	that the request	snould
13	be GRANTED .					
					,	
14				•		
15		Signed.				
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17						
17						
18		Presiding Judge		CONTRACTOR OF THE PROPERTY OF	Date	Marie
19						
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21						`
22				•	,	•
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